

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Kathy Montano

(b) County of Residence of First Listed Plaintiff Freemont, CA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Antranig Garibian - 1800 John F. Kennedy Boulevard, Suite 300,  
Philadelphia, PA 19103 (215) 326-9179

**DEFENDANTS**

AllianceOne Receivables Management, Inc.

County of Residence of First Listed Defendant Trevose, PA  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)  
Lawrence J. Bartel, Esq., 2000 Market Street, Suite 2300,  
Philadelphia, PA 19103 (215) 575-2780.

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

47 U.S.C. § 227, et seq. and 15 U.S.C. § 1692, et seq.

Brief description of cause:

Fair Debt Collection Practices Act

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

09/09/2016

SIGNATURE OF ATTORNEY OF RECORD

Lawrence J. Bartel

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff Kathy Montano c/o Antranig Garibian – 1800 John F. Kennedy Boulevard, Suite 300, Philadelphia, PA 19103

Address of Defendant AllianceOne Receivables Management, Inc. c/o Lawrence J. Bartel – 2000 Market Street, Ste. 2300, Philadelphia, PA 19103

Place of Accident, Incident or Transaction Freemont, CA

*(Use Reverse Side for Additional Space)*

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?  
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 8.1(a)) Yes ☒ No ☐

Does this case involve multidistrict litigation possibilities? Yes ☐ No ☒

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier number case pending or within one year previously terminated action in this court? Yes ☐ No ☒

**CIVIL:** (Place ☒ in ONE CATEGORY ONLY)

**A. Federal Question Cases:**

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases

(Please specify) Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq.

**B. Diversity Jurisdiction Cases**

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability – Asbestos
9. ☐ All other Diversity Cases

(Please specify)

**ARBITRATION CERTIFICATION**

*(Check appropriate Category)*

I, Lawrence J. Bartel counsel of record do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE September 9, 2016

Lawrence J. Bartel  
Attorney-at-Law

94006

Attorney I.D. #

**NOTE:** A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE September 9, 2016

Lawrence J. Bartel

94006

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

**KATHY MONTANO**

**: CIVIL ACTION**

**v.**

**:**

**ALLIANCEONE RECEIVABLES  
MANAGEMENT, INC. and CAPITAL ONE  
BANK (USA), NA**

**: NO.**

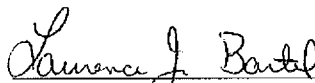
In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus-Cases brought under 28 U.S.C. §2241 through §2255. ( )
- (b) Social Security-Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration-Cases require to be designated for arbitration under Local Civil Rule 53.2. (X)
- (d) Asbestos-Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management-Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management--Cases that do not fall into any one of the other tracks. ( )

Defendant,  
AllianceOne Receivables  
Management, Inc.  
Attorney for

September 9, 2016  
Date

  
Attorney-at-law

LJBartel@mdwecg.com

(215) 575-2780  
Telephone

(215) 575-0856  
FAX Number

E-Mail Address

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

**KATHY MONTANO** : **CIVIL ACTION**

v. :

**ALLIANCEONE RECEIVABLES** : **NO.**  
**MANAGEMENT, INC. and CAPITAL ONE**  
**BANK (USA), NA**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

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- (f) Standard Management--Cases that do not fall into any one of the other tracks. ( )

September 9, 2016  
Date

*Laurence J. Bartel*  
Attorney-at-law

Defendant,  
AllianceOne Receivables  
Management, Inc.  
Attorney for

(215) 575-2780  
Telephone

(215) 575-0856  
FAX Number

LJBartel@mdwecg.com  
E-Mail Address

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**KATHY MONTANO,**

Plaintiff,

v.

**ALLIANCEONE RECEIVABLES  
MANAGEMENT, Inc. and CAPITAL ONE  
BANK(USA), NA,**

Defendant.

**Civil Action No.**

**NOTICE OF REMOVAL**

**PLEASE TAKE NOTICE THAT**, pursuant to 28 U.S.C. § 1441(b) and 28 U.S.C. § 1331, Defendant, AllianceOne Receivables Management, Inc. ("ARMI"), by and through its counsel, Marshall Dennehey Warner Coleman & Goggin, P.C., hereby removes the action captioned as Kathy Montano v. AllianceOne Receivables Management, Inc. et al., docket no. 2016-04531, as filed in the Court of Common Pleas for Bucks County, Pennsylvania ("the Action"), to the United States District Court for the Eastern District of Pennsylvania, based upon the following:

1. On or about July 20, 2016 Plaintiff filed the Action in the Court of Common Pleas for Bucks County, Pennsylvania. A true and correct copy of Plaintiff's Complaint in the Action is attached hereto as Exhibit "A."

2. ARMI first received notice of the Action on or about August 12, 2016, when it were served with Plaintiff's Complaint.

3. Based on the foregoing, ARMI has timely filed this Notice of Removal within thirty days of being served with the Complaint and within

thirty days of the date that the Action was first removable. See 28 U.S.C. § 1446(b).

4. The Action is a civil action of which this Court has original jurisdiction under 28 U.S.C. § 1331, and is one which may be removed to this Court by MF pursuant to the provisions of 28 U.S.C. § 1441(b), in that Plaintiff has alleged that ARMI violated the Fair Debt Collections Practices Act, 15 U.S.C. § 1692, et seq., thereby asserting claims that arise under federal law.

5. In that the causes of action alleged by the Plaintiff arise from the performance of obligations of the parties within Bucks County, Pennsylvania, the United States District Court for the Eastern District of Pennsylvania should be assigned the Action.

6. Pursuant to 28 U.S.C. § 1446(d), MF will file a copy of this Notice of Removal with the Clerk of the United States District Court for the Eastern District of Pennsylvania, will serve Plaintiff with copies of this Notice of Removal and will file the Notice of Removal in the Philadelphia County Court of Common Pleas.

**WHEREFORE**, Defendant, AllianceOne Receivables Management, Inc. notifies this Court that this Action is removed from the Court of Common Pleas for Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania pursuant to the provisions of 28 U.S.C. §§1331, and 1446.

Respectfully submitted,

**MARSHALL DENNEHEY WARNER  
COLEMAN & GOGGIN, P.C.**

By: Lawrence J. Bartel  
Lawrence J. Bartel  
2000 Market Street, Suite 2300  
Philadelphia, PA 19103  
(215) 575-2780 / (215) 575-0856 (f)  
Ljbartel@mdwgc.com  
Attorneys for Defendant  
AllianceOne RECEIVABLES Management, Inc.

Dated: September 9, 2016

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**KATHY MONTANO,**

Plaintiff,

v.

**ALLIANCEONE RECEIVABLES  
MANAGEMENT, Inc. and CAPITAL ONE  
BANK(USA), NA,**

Defendant.

**Civil Action No.**

**CERTIFICATE OF SERVICE**

I, Lawrence J. Bartel, do hereby certify that a true and correct copy of Defendant, Midland Funding, LLC's Notice of Removal was served upon the below-listed counsel of record by regular mail on September 9, 2016.

Antranig Garibian, Esquire  
1800 John F. Kennedy Boulevard, Suite 300  
Philadelphia, PA 19103

CAPITAL ONE BANK USA NA  
4851 COX ROAD  
GLEN ALLEN, VA 23060 UNITED STATES

**MARSHALL DENNEHEY WARNER  
COLEMAN & GOGGIN, P.C.**

By:



Lawrence J. Bartel  
Attorneys for Defendant  
AllianceOne RECEIVABLES Management, Inc.

Dated: September 9, 2016



# **EXHIBIT "A"**



## COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA

KATHY MONTANO

vs.

ALLIANCE ONE RECEIVABLES MANAGEMENT INC

NO. 2016-04531

CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Bucks County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: Antranig Niaz Garibian, Esq., ID: 94538

Self-Represented (Pro Se) Litigant ☐

Class Action Suit

☐

Yes

☒

No

MDJ Appeal

☐

Yes

☒

No

Money Damages Requested ☒Commencement of Action:Amount in Controversy:Complaint\$50,000 or less**Case Type and Code**Contract:Debt Collection: Credit Card**Other:**

**IN THE COURT OF COMMON PLEAS  
BUCKS COUNTY, PENNSYLVANIA**

Kathy Montano,

Plaintiff,

– against –

AllianceOne Receivables Management, Inc.,  
and Capital One Bank (USA), NA,

Defendant(s).

Case No.

**COMPLAINT**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**LAWYER REFERENCE SERVICE**

Bucks County Bar Association

135 East State Street

Doylestown, PA 18901

Phone (215) 348-9413

1-800-479-8585

[www.bucksbar.org](http://www.bucksbar.org)

PA Bar Association: [www.pabar.org](http://www.pabar.org)

**IN THE COURT OF COMMON PLEAS  
BUCKS COUNTY, PENNSYLVANIA**

Kathy Montano,

Plaintiff,

– against –

AllianceOne Receivables Management, Inc.,  
and Capital One Bank (USA), NA,

Defendant(s).

Case No.

**COMPLAINT**

Comes now PLAINTIFF, KATHY MONTANO, by and through her attorneys, Garibian Law Offices, P.C., for her Complaint against Defendants, Capital One Bank (USA), NA (“Capital One”), and AllianceOne Receivables Management, Inc., (“AllianceOne”) and states as follows:

**INTRODUCTION**

1. This is an action for damages brought by an individual consumer for Defendants’ breach of contract, breach of the implied covenant of good faith and fair dealing, and violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereafter the “FDCPA”). The FDCPA prohibits debt collectors from engaging in abusive, deceptive, and unfair collection practices.

**PARTIES**

2. Plaintiff, Kathy Montano, is an adult citizen of the state of California, domiciled Fremont, CA.

3. Defendant Capital One is a financial institution that is regularly engaged in the business of collecting debts in Pennsylvania, with its principal place of business located at 4851 Cox Road, Glen Allen, VA 23060.
4. Defendant AllianceOne is a business entity organized and existing under the law of Delaware regularly engaged in the business of collecting debts in Pennsylvania with its principal place of business located at 4850 E. Street Road, Suite 300, Treviso, PA 19053. The principal purpose of Defendant is the collection of debts using the mails and telephone, and Defendant regularly attempts to collect debts alleged to be due another.
5. Plaintiff is a "consumer" as defined by the FDCPA, 15 U.S.C. § 1692a(3).
6. Defendant AllianceOne is a "debt collector" as defined by 15 U.S.C. § 1692a(6) of the FDCPA.

#### **FACTUAL ALLEGATIONS**

7. The debt at issue arises out of an alleged transaction which was primarily for personal, family or household purposes and falls within the definition of "debt" for purposes of 15 U.S.C. § 1692a(5).
8. On or about November 18, 2015, Plaintiff and AllianceOne, on behalf of Capital One, entered into a settlement agreement for Plaintiff's Capital One account ending in 6936. A copy of the settlement agreement is attached herein as Exhibit A.
9. Thus, Defendants acknowledged that they had agreed to a settlement with Plaintiff, in consideration of monthly payments which Plaintiff would be required to make.

10. Pursuant to the terms of the settlement, Plaintiff was required to make two (2) payments totaling \$281.25.
11. On November 19, 2015, Plaintiff, via her debt settlement company, National Debt Relief ("NDR"), timely made the first payment.
12. Defendants accepted and cashed the payment. Proof of this payment is attached herein as Exhibit B.
13. However, although Plaintiff and NDR timely made the next settlement payment available, Defendants refused to accept this payment, thereby breaching the parties' agreement.
14. Thereafter, on January 21, 2016, NDR contacted AllianceOne to resolve the payment discrepancy; an AllianceOne representative named Lexi stated that the account was recalled by Capital One.
15. Defendants' renegeing on the settlement agreement with Plaintiff constitutes a breach of contract.
16. AllianceOne knew or should have known that its actions violated the FDCPA. Additionally, Defendant could have taken the steps necessary to bring its actions within compliance with the FDCPA, but neglected to do so and failed to adequately review its actions to ensure compliance with said laws.
17. At all times pertinent hereto, Defendants were acting by and through their agents, servants and/or employees, who were acting within the scope and course of their employment, and under the direct supervision and control of the Defendants herein.

18. At all times pertinent hereto, the conduct of Defendants, as well as that of their agents, servants and/or employees, was malicious, intentional, willful, reckless, negligent and in wanton disregard for federal law and the rights of the Plaintiff herein.

**COUNT I**  
(Breach of Contract)

19. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.

20. Defendants acknowledged that they had agreed to a settlement with Plaintiff, in consideration of monthly payments which Plaintiff would be required to make.

21. Plaintiff timely made the first requisite settlement payment, in accordance with the agreement.

22. Defendants accepted and cashed the payment.

23. However, although Plaintiff and NDR timely made the next settlement payment available, Defendants refused to accept this payment, thereby breaching the parties' agreement.

24. Defendants' reneging on their settlement agreement with Plaintiff constitutes a breach of contract.

25. As a result, Plaintiff has suffered actual and monetary damages.

**COUNT II**  
(Breach of Implied Covenant of Good Faith and Fair Dealing)

26. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.

27. Defendants owed Plaintiff an implied duty of good faith and fair dealing with respect to the settlement agreement with Plaintiff.
28. By way of the foregoing conduct, Defendants breached the implied covenant of good faith and fair dealing that they owed to Plaintiff with respect to the settlement agreement.
29. Defendants have acted unreasonably, in bad faith, and have deprived Plaintiff of the benefit of the bargain of the settlement agreement by refusing to perform their obligations under the settlement agreement.
30. As a result of Defendants' breach, Plaintiff has suffered actual and monetary damages.

**COUNT III**

(Fair Debt Collection Practices Act)

31. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.
32. The above contacts between AllianceOne and Plaintiff were "communications" relating to a "debt" as defined by 15 U.S.C. § 1692a(2) and 1692a(5) of the FDCPA.
33. FDCPA 15 U.S.C. § 1692e(10) prohibits any false, misleading, or deceptive representation or means in connection with the collection of a debt.
34. FDCPA § 1692f(1) prohibits the use of unfair or unconscionable practices to collect a debt, including collection of any amount not authorized by the contract or law.
35. FDCPA 15 U.S.C. § 1692e(2)(a) prohibits the false representation of the character, amount or legal status of any debt.



36. AllianceOne violated these provisions by falsely and deceptively inducing Plaintiff to enter into a settlement agreement which it did not intend to adhere to and/or intended to breach.

37. As a result of the above violations of the FDCPA, AllianceOne is liable to Plaintiff for actual damages, statutory damages which can be up \$1,000, and attorneys' fees and costs.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands that judgment in the sum of \$12,000.00 be entered against Defendants as follows:

- (a) That judgment be entered against Defendants for actual and monetary damages accrued by Plaintiff as a result of their breach of contract;
- (b) That judgment be entered against Defendants for actual and monetary damages accrued by Plaintiff as a result of their breach of the implied covenant of good faith and fair dealing;
- (c) That judgment be entered against AllianceOne for actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- (d) That judgment be entered against AllianceOne for statutory damages pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- (e) That the Court award costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3); and
- (f) That the Court grant such other and further relief as may be just and proper.

Respectfully Submitted,

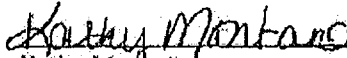
**GARIBIAN LAW OFFICES, P.C.**

/s/ Antranig Garibian, Esquire

Antranig Garibian, Esquire (Bar No. 94538)  
1800 John F. Kennedy Boulevard, Suite 300  
Philadelphia, PA 19103  
(215) 326-9179  
ag@garibianlaw.com  
*Counsel for Plaintiff*

**VERIFICATION BY PLAINTIFF**

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

  
Kathy Montano  
Plaintiff

Case# 2016-04531-0 - JUDGE:25 Received at County of Bucks Prothonotary Office on 07/20/2016 2:06 PM, Fee = \$248.00

# EXHIBIT A



4850 Street Road, Suite 300  
Trevose, PA 19053

Please send all correspondence to the above address

NOVEMBER 18, 2015

Attn: NATIONAL DEBT RELIEF

Your Client:

KATHY M MONTANO  
3818 DARWIN DR APT 9  
FREMONT, CA 94555

CLIENT: CAPITAL ONE BANK (USA), N.A  
REFERENCE #: 26555430  
ACCOUNT #: XXXX-XXXX-XXXX-6936  
BALANCE: \$562.49

Dear KATHY M MONTANO:

Pursuant to our conversation, we will accept a settlement in full in the amount of \$281.25 on the above listed account balance. We have agreed to the following condition(s) for this settlement to be considered valid: Payment of \$100.00 is due 11/30/15. Final payment of \$181.25 is due 12/29/15.

Upon receipt and clearance of all funds, we will notify our client that your client has settled the account.

If you have any questions or require additional information, please contact me at 866-289-4532. Your prompt attention in this matter is appreciated.

Sincerely,

Cara Mason  
Account Representative  
AllianceOne Receivables Management Inc.

The following is intended for your client regarding this account:

**This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.**

Capital One POA ACCEPTED SEP 3 2014

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5/18/2016

Check Image Results

**Check Image Inquiry Results**

Account #	Check #	Amount	Paid Date	Sequence #
1881553075	3657	\$100.00	11/19/2015	973539223

PRINTED WITH BLUE INK ON A WHITE PAPER

KATHY M MONTANO  
3818 DARWIN DR APT 9  
FREMONT, CA 94535,1346

Check No. 3657  
November 19, 2015

Pay To The  
Order Of ALLIANCEONE RECEIVABLES / DEF \$100.00\*\*\*\*\*  
One Hundred and 00/100 DOLLARS  
COMERICA BANK

26555430 CAPITAL ONE BANK (USA), N.A. 3LD

KATHY M MONTANO  
BY ALLIANCEONE

⑆111000753⑆ 1881553075⑈ 3657

111915 10060001 10000449

>065000090<

111915 10060001 10000449 CAPITAL ONE, NA.  
Pay to the Order of Capital One 0032597578 11192015  
City, State, Zip >021407912< RICHMOND, VA 050 23  
For Deposit Only AllianceOne 7057130622 Deposit 7057130622

111915 10060001 10000449

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